

City of Albany – PRELIMINARY REVIEW COPY of 120-w DRAFT RFP for Transfer Station (2-3-2017)

The City of Albany (City), acting as lead agent for the Capital District Solid Waste Management Partnership is soliciting comments on this Draft Request for Proposals (RFP). This Draft RFP is issued pursuant to the provisions of New York General Municipal Law (NY GML) § 120-w. Comments from prospective Respondents and the public will be accepted and incorporated as appropriate into the Final RFP, or filed with the Final RFP, as set forth in this Draft RFP. Comments must be submitted in writing to the RFP Coordinator listed in Section 12 by June 19, 2017.

1.0 Purpose

The purpose of this RFP is to identify and select a Contractor or Contractors to design, permit, construct and operate a Transfer Station for receipt of acceptable solid waste and recyclable materials generated within the City of Albany during the transitional period when the Rapp Road Landfill is approaching capacity and following closure. In addition to traditional waste transfer, the facility will be used to host a variety of waste collection activities including accommodations for residentially generated household hazardous wastes, electronic wastes, and bulky waste materials.

The City is interested in phasing in operation of a Transfer Station beginning no later than December 2020. The new Transfer Station is proposed to be located on and adjacent to the current Rapp Road Landfill property (Rapp Road Site). The City proposes to enter into a Contract with the Respondent that offers the most attractive Transfer Station proposal that benefits the City. The selection process will take into consideration factors such as cost to the City, opportunities that promote waste reduction and waste diversion, enhancements to recycling, local economic benefits, value of jobs created, financial capabilities, sustainability, long term commitment to the community, and other factors as deemed appropriate by the City. The scope of proposals includes, but is not limited to the development of a public/private partnership for a new facility, public ownership of new facility, and utilization of an existing facility in the region. Proposals may also be submitted, or a Contract may also be negotiated, with regard to related services – such as those delineated in Section 6.0 of this RFP.

2.0 Background

2.1 General

The City of Albany is the capital of New York and the seat of Albany County. Roughly 150 miles north of New York City, Albany is located on the west bank of the Hudson River, about 10 miles south of its confluence with the Mohawk River. According to the 2010 U.S. Census, the population of the City of Albany is 97,856.

Sustainability Focus: In 2014 the City, on behalf of the Capital Region Solid Waste Management Partnership Planning Unit (Planning Unit), prepared a Solid Waste Management Plan (SWMP) (available upon request) to present the long range solid waste management strategy for the Planning Unit. Given that the City acts as the lead participant of the Planning Unit, many of the goals and objectives identified in the SWMP are key to the long range waste reduction, reuse and recycling efforts for the City and in turn correlate with the goals and objectives of this RFP. The objectives identified in the SWMP include:

- Maintaining and building on existing public sector and private sector solid waste management resources;
- Identifying new infrastructure and programs that should be developed to meet future needs;
- Maintaining and expanding waste reduction, reuse and recycling efforts;
- Increasing the effectiveness of public education and enforcement of existing recycling requirements;
- Considering more emphasis on material re-use and alternatives such as Pay-As-You-Throw (PAYT), single stream recycling, and food waste composting as mechanisms to achieve future reductions in waste requiring disposal; and
- Considering alternatives which recover energy from waste, including proven technologies as well as new and emerging technologies.

Through this RFP process, the City will place special attention on those proposals that minimize the amount of waste requiring disposal and take these objectives into consideration.

2.2 Project Schedule

Presented below is the proposed RFP schedule, with milestones and anticipated completion dates from issuance of the Draft RFP to the execution of contracts. The City

reserves the right to modify this schedule. Such modifications shall be made known by a posting on the City's website.

Task	Date
Issuance of Draft RFP	April 20, 2017
Deadline for submittal of comments on Draft RFP	June 19, 2017
Issuance of Final RFP	June 29, 2017
Proposal submission date	August 11, 2017
Select Respondent(s) and commence negotiations	September, 2017
Complete negotiations and recommend awarding contract(s) to selected Respondent(s)	November, 2017

2.2 Current Disposal & Recycling Practices

The nature of the planning unit partnership allows for municipalities to join or leave the partnership at their sole discretion. The City of Albany will be the public entity entering into contract under this RFP. The current planning unit, including the City of Albany, encompasses the City of Rensselaer, the Towns of Berne, Bethlehem, East Greenbush, Guilderland, Knox, New Scotland, Rensselaerville, Westerlo and the Villages of Altamont, Green Island and Voorheesville; total waste inputs from those political subdivisions approximates 39,400 tons annually. The contractor can anticipate those volumes however the City cannot warrant any minimum volumes from those entities.

The City Department of General Services (DGS) provides weekly curbside collection of solid waste and designated recyclables to residents living in single family units, and multi-family buildings with up to four units. The total number of collection stops serviced by the City is currently estimated to be 22,000. Historically, the City has provided residents with a recycling bin at no charge, and residents have had to provide their own solid waste container. In 2016, the City implemented a residential recycling pilot program with automated collection equipment and 64-gallon wheeled carts.

Solid waste that is collected curbside is transported in DGS trucks to the Rapp Road Landfill owned and operated by the City. The City will continue to use the Rapp Road Landfill for disposal of the solid waste collected curbside until its capacity is exhausted, which is estimated to occur in the year 2023.

Yard waste consisting of bundled branches, hedge trimmings and filled biodegradable paper yard waste bags can also be placed curbside on resident's designated collection

day. These materials are brought to the DGS compost site where they are either chipped or composted for future beneficial uses.

Multi-family buildings with greater than four units and commercial entities are required to contract with private collection services to pick up their waste. The City does not provide curbside collection services to these entities. It is at the commercial haulers discretion to determine where they dispose of the waste picked up at these locations. Although historically, much of this waste has been delivered to the Rapp Road Landfill for disposal.

Recyclables accepted by the City include, glass, plastics #1-#7, and metal which can be placed together in the bin along with mixed paper. Mixed paper, which can include almost all types of paper (such as newspaper, magazines, and phone books), must be tied, placed in a paper bag or placed loosely inside of the recycling bin on top of the loose recyclables. The City also accepts cardboard bundled in lengths no larger than 3' x 2' and construction debris which must be neatly boxed or bundled for pickup. Curbside pickup for large items such as appliances/white goods, tires and metals is a service currently provided by the City but require a 24 hour advance notice to the DGS. A complete list of acceptable materials is provided in Attachment 1. The City currently has an agreement to deliver recyclables to the Sierra Processing facility at 865 S Pearl Street in Albany; this agreement expires 12/31/17.

In 2015, the DGS curbside collection program collected the tons of materials shown below. These materials were either delivered to the Rapp Road Landfill, Sierra Processing or the DGS compost facility.

Material Type	Tons Collected by DGS in 2015
Residential Waste	25,677
Commingled Recyclables	3,325
White Goods	20
Tires	24
Yard Waste	2,440

In 2015, approximately 16,800 tons of commercial MSW and 48,000 tons of C&D waste were collected by private haulers from within the City and delivered to the Rapp Road Landfill.

3.0 Description of Proposals Requested

This RFP requests proposals for Transfer Station development to handle solid waste and recyclables collected curbside within the City of Albany as well as wastes collected from partner municipalities. The City is interested in phasing in operation of a Transfer Station beginning no later than December 2020. Once the transfer station becomes operational, the City plans to limit how much waste is disposed at the Rapp Road Landfill as the landfill's daily working face becomes more constricted. Waste handled at the Transfer Station will be disposed of at a disposal facility location determined by the successful Respondent (the selected Contractor) through this RFP process. Once the Rapp Road Landfill stops accepting waste for disposal, the City plans to make full use of the Transfer Station.

Four (4) Base Proposals are being solicited, as set forth in Section 6.0 of this RFP. Respondents must submit a proposal for the Base Proposals (Base Proposals 1, 2, 3, 4) and may, at their discretion, also submit for the alternate proposals (Alternate Proposals A and B). Each proposal requires the operation of a Transfer Station for five years. If five years is not sufficient to realize payback for private financing and construction of a Transfer Station, please specify in the proposal what contract length would be sufficient.

The City may, at its sole discretion, renew the Contract for an additional period of time, in accordance with the applicable proposal prices submitted for the optional renewal terms. Any such renewal period may be for a duration of up to five years each. The City may opt to renew the original contract for up to two successive renewal periods. An alternate proposal differing from these renewal period timeframes can be proposed if the Respondent would prefer a different length for each potential renewal period.

The sections below briefly describe each proposal being solicited. Pricing should be provided on the Proposal Form that corresponds with each option.

Base Proposal 1

The City requests proposals for the design, permitting and construction of a Transfer Station that would have capacity to manage approximately 120 tons per day (tpd) of residential solid waste delivered by the DGS. The City requests that this proposal assume the Transfer Station is located at the Rapp Road Site. Figure #1 depicts a conceptual location for the Transfer Station on the Rapp Road Site and adjacent land to be acquired by the City. Under this Base Proposal 1 the City will own the facility and will provide funding for the design, permitting, property acquisition and construction of the Transfer Station. Following construction of the Transfer Station, the City requests the

Respondent to provide Operation & Maintenance (O&M) of the Transfer Station facility, which would be billed to the City on an annual basis as well. The annual payments would cover the costs incurred by the Respondent for O&M activities associated with the Transfer Station.

In addition, the City requests the Respondent to provide per ton costs for the transportation and disposal or processing of MSW, Bulky Waste items, Yard Waste, and Recyclable Materials that are processed through the Transfer Station. It will be the selected Contractor's responsibility to transport the MSW and Bulky Waste items to an approved disposal location. Similarly, the selected Contractor will be responsible for the marketing of all recyclable materials collected, including providing any processing needed to market the materials. The Respondent's proposal should specify the management method for yard wastes collected by DGS and the per ton processing fee.

The City requests that the Respondent incorporate opportunities in their proposal for residents to have drop off locations available for self-hauling of bulk items and difficult to recycle items such as electronics, Household Hazardous Waste (HHW), light bulbs, and traditional recycling streams. The Respondent may propose an annual city-wide collection event or a drop off facility co-located with the transfer station. Each Respondent should specify the type of drop-off or collection service proposed and the associated fee.

Base Proposal 2

Base Proposal 2 requests the same types of services for the same materials and disposal/processing locations as Base Proposal 1; however, under Base Proposal 2 the transfer station would have capacity for 370 tpd to handle both residential waste and commercial waste generated within the City.

Base Proposal 3

Base Proposal 3 requests the same types of services for the same materials and disposal/processing locations as Base Proposal 1; however, under Base Proposal 3 the Contractor would own the facility and would therefore provide all of the funding necessary for designing, permitting, property acquisition and building the transfer station. Please note on the proposal form if there would be a minimum tonnage guarantee the City would need to provide for this private financing option.

Base Proposal 4

Base Proposal 4 requests the same types of services and private financing for the same materials and disposal/processing locations as Base Proposal 3; however, under Base Proposal 4 the transfer station would have capacity for 370 tpd to handle both residential waste and commercial waste generated within the City.

Alternate Proposals

The City is soliciting two (2) Alternate Proposals for transfer and/or disposal of collected waste at an existing solid waste management facility (or facilities) of the Respondent's choosing. The City requests that the Respondent provide an "all in" tip fee on a per ton basis for each type of material received from the City (e.g., MSW, bulky waste, recyclables, yard waste, and HHW). Alternate Proposal A is based on handling an average of 120 tpd and Alternate Proposal B is based on an average of 370 tpd. The Respondent must identify the proposed transfer station and/or disposal or processing facility to be utilized. For each facility proposed, the Respondent must also provide a copy of current 6 NYCRR Part 360 Solid Waste Management Facility Permit and the last two (2) years of DEC Facility Annual Reports.

Alternate Proposal C

Respondents are invited to submit one or more additional proposal for consideration by the City, and attach a complete description of each alternate proposal offered. This may include modifications to delivery points, material types, reuse and recovery opportunities, waste diversion, organics management, etc.

Attach additional details as necessary.

4.0 Basic Responsibilities of the City

The City proposes to be responsible for undertaking the following activities relative to the Project:

- a. Recycling is mandatory in the City of Albany, and this has been codified in local laws. The City will administer the local law.
- b. Coordinate arrangements with the City collection vehicles for the delivery of materials to the designated transfer station and/or disposal facility.
- c. Generally promote and publicize the City solid waste and recycling program goals and participation.
- d. Cooperate with the selected Contractor in efforts to develop local markets for Recovered Materials.

- e. Provide the selected Contractor free and clear access to the Rapp Road Site for the term of the Contract.
- f. Be responsible for certain capital and maintenance expenditures for the Rapp Road Site such as perimeter fencing, landfill post-closure O&M, and security. Specific terms and areas of responsibility will be negotiated.
- g. Leverage grant funds which may be utilized for waste reduction and recycling initiatives.
- h. Comply with all duties, obligations and responsibilities assigned to the City under the Contract.

5.0 Basic Responsibilities of the Contractor

The specific responsibilities and obligations of the Contractor are proposed to include, but will not necessarily be limited to, those outlined below. All responsibilities and obligations are to be fulfilled in accordance with the terms and conditions of the Contract.

- a. Assume all costs for all labor in accordance with the New York State Prevailing Wages as determined by Articles 8 & 9 of the New York State Labor Law. In addition, the City has an apprenticeship program that is required on all projects greater than \$250,000 in value.
- b. Assume all costs for all materials, supplies, utilities and equipment necessary to operate the Transfer Station.
- c. Maintain the Transfer Station in accordance with applicable regulations and best operating practices, and be able to receive and process all Solid Waste and Recyclable Materials delivered without interruption during all scheduled operating days and hours.
- d. Assume responsibility for all necessary repair and maintenance services to ensure efficient and reliable operation of the Transfer Station and to protect longevity of the building, equipment, parking lots and support systems, including ordinary wear and tear.
- e. Install, operate and maintain the weigh scale system during all scheduled operating days and hours. At a minimum, the weigh scale(s) must be operated Monday through Friday, from 7:00 a.m. to 3:30 p.m. All waste delivery vehicles shall be weighed upon entering and leaving the site, recording the vehicle identification, weight, time and date.
- f. Provide supporting information for any local, state and federal permits to operate the Transfer Station including preparation and submittal of annual reports to DEC.

- g. Operate and maintain the Transfer Station in full compliance with all applicable Occupational Safety and Health Administration requirements and local, state and federal laws, permits and regulations.
- h. Maintain the fire protection and security systems to ensure they are in good working order.
- i. Institute a housekeeping plan for daily cleaning up and correction of any damage resulting from litter, leakage or spillage caused by the selected Respondent's employees, agents, subcontractors, facility users or nature.
- j. Furnish all materials and conduct routine maintenance for all support equipment, sprinkler system, and security system in accordance with manufacturer recommendations.
- k. Furnish all necessary operating personnel and support equipment (including all containers, forklifts, front-end loaders, tractors, yard mules, etc.) as required to receive, transfer (if applicable), handle and process Solid Waste, Recyclable Materials, Bulky Materials, Yard Waste, Recoverable Materials, Bypass Waste, Rejects and Residue at the Transfer Station to maintain a smooth and continuous operation.
- l. Pay for disposal of all Solid Waste materials.
- m. Pay for all utility services (electric, gas, sewer, fiber optic, telephone and water).
- n. Allow unrestricted access to the Transfer Station by designated City personnel at all reasonable times, to inspect operations, any records maintained with respect to the operations and maintenance services, screening procedures or to meet with Respondent's personnel. The selected Respondent shall keep the City advised as to where records, books, reports and documentation with respect to the Transfer Station are maintained.
- o. Conduct tours for visitors, community groups and educational purposes. Respondents' proposals may indicate their desired level of involvement in such facility tours.
- p. Furnish the City with public outreach materials to inform City residents about proper solid waste disposal, recycling and waste reduction alternatives including materials to provide advance notice of any upcoming program changes.
- q. Take all actions necessary to avoid costly delays associated with potential strikes, slowdowns, walkouts, picketing and other disruptions arising from labor disputes.
- r. Provide insurance coverage as determined by the City, at the selected Contractors's sole cost and expense, to keep the Transfer Station and improvements insured at all times throughout the term of the Contract. Insurance coverage required shall be maintained with financially responsible insurers acceptable to the City and qualified and licensed by the New York State Insurance Department.

- s. The selected Contractor may be required to procure the following forms of insurance:
 - i. General Liability in the amount of \$5,000,000.00
 - ii. Automobile Insurance in the amount of \$3,000,000.00
 - iii. Professional Liability in the amount of \$3,000,000.00
 - iv. Workers Compensation in compliance with New York State Law

Where applicable, the City shall be added as an additional insured on a non-contributory basis on insurance policies

- t. For the private financing proposals (e.g., Base Proposals 3 and 4), pay for all facility design, permitting and capital improvements including any future facility modifications and improvements.
- u. Furnish a performance bond in the amount of the full value of facility construction, along with a labor and materials payment bond, both of which shall be in effect throughout the facility construction period until such time as the facility's construction is deemed complete and they are replaced with a performance bond that covers facility operations. Prior to commencement of facility operations, a performance bond equal to the annual value of the Contract shall be required of the selected Respondent(s).
- v. Provide the vehicle or vehicles necessary to reliably perform the transport of the solid wastes and recyclables under the Contract. The vehicles must comply with all motor vehicle laws and must be properly licensed. The vehicles must be in good working order. During the duration of the Contract, including any renewals thereof, the City reserves the right to inspect all vehicles at any time without unreasonably impeding the execution of the collection service. Furthermore, the City shall have the right to inspect all vehicles prior to the date of Commencement of Service. In the event of deficiencies of equipment and discovery of safety hazards, the Contractor will have ten (10) working days to correct deficiencies or hazards at its expense.
- w. Provide for the marketing of all recyclable materials collected, including providing any processing needed to market the materials.
- x. Keep accurate records of the services provided under the Contract, and providing the City with quarterly reports (and a year-end report) stating the tonnage of each type of solid waste received, the disposal facility used for each type of waste collected, the tonnage of each type of recyclable material received, the storage/processing facility to which each type of recyclable material was delivered, and for any recyclable materials delivered directly to a market the following information must also be provided: identify each type of recyclable material so delivered, identify the name and location of the market used, and delineate the

- market price received or paid for each type of recyclable material with market transportation costs separately itemized with such market prices. The Contractor must obtain the City's approval of the format for the quarterly and year end reports.
- y. The Contractor must immediately report all accidents and service complaints or interruptions to the City.
 - z. Comply with all duties, obligations and responsibilities assigned to the Contractor under the Contract.
 - aa. The selected contractor shall agree to indemnify the City of Albany against any and all claims arising from the negligent actions of the Contractor.

6.0 Cost Proposal

Respondents' cost proposals must be presented for each year of the initial five year contract period, and must clearly indicate any costs (or revenues) that are proposed to be charged (or paid) to the City and to its customers. Respondents must clearly describe what specific services are proposed to be provided for each type of solid waste and for each type of recyclable material, including any alternate cost proposals. Respondents must fully complete all of the cost proposal items specified in Section 3.0 and included on the Proposal Forms.

7.0 Compliance With Section 120-w

This RFP is being issued in accordance with Section 120-w of the General Municipal Laws of the State of New York ("Section 120-w"). Respondents' proposals must comply with the requirements of Section 120-w, as applicable, such as paragraphs 4(e)(1) (regarding proposal requirements), 4(f) (regarding labor law requirements), and 7 (regarding competitive bidding and related requirements for building construction).

8.0 Qualifications and Experience

Respondents must describe their qualifications and experience to address each item listed below. In order to qualify, a respondent's proposal must clearly state that it accepts the basic responsibilities of the Contract as described in Section 5.0 of this RFP.

8.1 Project Experience

Respondents must provide a list of references that can attest to their experience in projects that are similar in scope to the Project that is the subject of this RFP.

Respondents must provide a complete description of their experience in the following areas: transfer station design, permitting, construction and operation (for solid waste and recyclables), disposal and recycling contracts with municipalities, and marketing of recyclables.

8.2 Management Qualifications

Respondents must describe their experience and ability to provide all services necessary to fulfill their obligations, as presented in their Proposals. Each Respondent shall explain its management capability to effectively perform all tasks related to the Project, including: transfer station design, permitting, construction and operation, and marketing of recyclables.

An organizational chart shall also be submitted with each Proposal, to clearly identify the members of each Respondent's Project team, their duties, assignments, and interrelationships. The basis of the working relationship among the Project team members (e.g., contract, subsidiary company, sources of funds, etc.) shall also be clearly delineated in the Proposal.

8.3 Technical Qualifications

Respondents must demonstrate that they have (or will provide) the personnel, equipment and technical ability to deliver the Project as described in their Proposals. References for transfer station services being provided to other municipalities must be provided, to demonstrate the experience and technical abilities of the Respondent.

8.4 Financial Qualifications

The Respondent must demonstrate sufficient financial resources to meet all transfer station construction requirements, equipment purchases, marketing, and operation and maintenance requirements set forth in its Proposal, including the ability to satisfy all performance guarantees stated herein.

The Respondent must submit its latest audited annual report and unaudited quarterly financial statements. In addition, bank references reflecting on the credit rating or credit worthiness of the Respondent shall be furnished.

The Proposal shall also include a representation by a surety licensed to do business in the State of New York and acceptable to the City that the Respondent has sufficient bonding capacity to meet any payment and performance bond requirements specified in the RFP, and that it will issue such

bonds if the Respondent is selected and a contract with the City is awarded in accordance with this RFP and the Proposal.

8.5 Marketing Qualifications

The Respondent shall provide specific examples and references that can attest to its marketing experience, relative to the marketing of recyclable materials, including but not limited to the following areas of interest: processing recyclables to conform to market specifications; arranging buyers for recyclable materials; entering into contracts (short and long term) for the marketing of recyclables; properly storing, packaging and transporting recyclables to market; and maintaining records of all market transactions.

9.0 Evaluation of Proposals

The City will evaluate Proposals in accordance with the requirements of Section 120-w, and on the basis of the qualifications and experience, technical, management, environmental, financial, marketing and cost information provided in the Respondents' Proposals. The extent to which the Proposals will facilitate and/or maximize the recycling of source separated materials will be an important consideration in the City's Proposal evaluation process. Level of service and net costs to the City will also be important evaluation factors when comparing proposals. The City may conduct interviews and request additional information from one or more of the Respondents, to assist the City with its evaluation process. The City may also visit one or more of the Respondent's reference projects to assist with its evaluation.

10.0 Respondent Costs

The City accepts no liability for the costs and expenses incurred by Respondents during the preparation of Proposals, and during any subsequent interviews. In addition, each Respondent which enters into negotiations shall participate in said negotiations and prepare the required materials and submittals at its own expense and with the express understanding that the Respondent shall make no claims whatsoever for reimbursement from the City for the costs and expenses associated with the negotiation or response process.

11.0 City Rights and Options

The City reserves and holds at its sole discretion the following rights and options, without liability to any and all Respondents or prospective Respondents:

- a. Waive any technicalities or irregularities in the responses.
- b. Issue subsequent RFP's.
- c. Prepare and issue such amendments and/or addenda to this RFP, prior to entering into an agreement with a Respondent, that may expand or cancel any portion or all work described herein.
- d. Request clarification of Proposals including any additional technical and operating data.
- e. Permit only those Respondents which complete negotiations on terms acceptable to the City to submit final pricing and guarantees.
- f. Reject any or all Proposals.
- g. Postpone the date for presentation and opening of Proposals.
- h. Enter into negotiations with one or more Respondent(s).
- i. Enter into agreements with more than one Respondent.
- j. Defer public announcement of Proposal and/or contractual terms until award of a contractual agreement.

12.0 Interpretation and Clarifications

No interpretation or clarification of the meaning of any part of this RFP or other contract document will be made orally to any Respondent or prospective Respondent. Requests for interpretations or clarifications should be submitted, in writing, to:

Joseph Giebelhaus
Superintendent of Sanitation Services
Department of General Services
One Conners Boulevard
Albany, NY 12204
jgiebelhaus@albanyny.gov

13.0 Proposal Due Date

Proposals must be submitted no later than **June 23, 2017**

14.0 Organization of Proposals

Each Proposal shall incorporate a discussion of the elements prescribed in this RFP. Each Respondent shall submit 15 copies of this Proposal. Respondents shall prepare their Proposals in accordance with the following format:

DETAILED PROPOSAL, which shall be organized in accordance with the following sections:

Section 1 – Introduction

Section 2 – Statement of Accepting Basic Responsibilities of the Contractor, as described in Section 5.0 of this RFP.

Section 3 – Technical and Business Proposal, which must describe the specific services to be provided to the City, the Respondent's cost/revenue sharing proposal, performance guarantees to be provided to the City, and any special conditions or contractual provisions related to the Proposal and the Project

Section 4 – Qualifications and Experience, set forth in the same order and using the same headings as are described in Section 8 of this RFP.

Section 5 – Proposal Forms, to be completely filled out and incorporated in this section of each Proposal, in the same order as they are included in this RFP.

15.0 Confidentiality

The City recognizes that Proposals submitted in response to this RFP may include trade secrets or technical or other data which if disclosed may injure the Respondent's competitive position. To protect data from disclosure, the Respondent may submit such information in a separate volume clearly labeled as confidential. Appropriate references should be made in the sections from which confidential information is deleted to direct the reader to the separately bound confidential document. Respondents are advised that cost data will not be considered confidential or proprietary.

Subject to its obligations under the Freedom of Information Law of the State of New York, the City and its consultants will make reasonable efforts to protect all appropriately designated confidential information, but neither the City nor its consultants assume any responsibility for disclosure of such information and shall not be held liable for any damages or losses which may result from disclosure of such information.

16.0 Bid Bond, Performance Bond or Other Form of Security

As security for Respondent's good faith negotiation of an agreement with the City, pursuant to its Proposal, the Respondent shall furnish a bid bond (from a surety licensed by the State of New York and acceptable to the City) in an amount equal to five percent of the value of the highest construction cost or annual cost proposal (whichever is more) submitted by each Respondent. In lieu of a bid bond a Respondent may tender a certified check, bank draft or letter of credit drawn on or certified by a solvent bank or trust company, with its principal place of business in New York State, payable to the City of Albany, or other form of financial security acceptable to the City.

All bid bonds or other forms of security, except for the Respondent(s) selected for contract negotiations, will be returned within thirty (30) days after the City's selection of the Respondent(s) for contract negotiation purposes. The bid bond or other form of security of the Respondent with whom a contract is executed, if any such contract is executed, will be retained by the City until it is replaced by the required payment and performance bonds. The remaining bid bonds or other form of security will be returned within fifteen (15) days after the City rejects their Proposal(s), or within fifteen (15) days after the selected Respondent executes a contract with the City, unless the bid bond or other form of security is forfeited by reasons of failure of the Respondent(s) to comply with the terms and conditions.

Performance bonds in the amount of the total construction cost and annual value of the Contract shall be required of the selected Respondent(s). The performance bond will be required to be renewed during each year of the contract, for whatever the value of the contract is during each year.

17.0 Defined Terms

Contract(s):

A contractual agreement (or agreements) negotiated and executed pursuant to this RFP procurement process.

Contractor(s):

One (or more) of the Respondents to this RFP, who enters into a contract with the City relative to the Project.

City:

City of Albany, New York

DEC:

New York State Department of Environmental Conservation

Facility (ies):

A fully permitted “solid waste management facility”, or facilities, as defined in 6 NYCRR Part 360-1.2(b)(158), that is operating as of the submittal date of the Proposal(s).

Part 360:

New York State’s regulations governing Solid Waste Management Facilities, codified at 6 NYCRR Part 360 and successor regulations

Proposal:

The document submitted in response to this RFP as an offer to provide the goods and services identified therein.

Project:

The Contract(s) negotiated for construction, operation and/or use of a transfer station.

Respondents:

A person, corporation or other legal entity empowered to do business in New York State that submits a proposal to the City in response to this RFP.

RFP:

This Request For Proposals document.

Section 120-w:

Section 120-w of the General Municipal Laws of the State of New York.

ATTACHEMENT #1

ACCEPTABLE RECYCLABLE MATERIALS

1. Paper: ONP, OMG, OCC, office paper, craft, junk mail, other recyclable papers
2. Containers:
 - Plastic - #1-# 7 (except for #6 Styrofoam) glass – green, brown & clear
 - Cans – ferrous and bi-metal
 - Juice boxes, aseptic packaging and milk cartons
3. Yard waste and grass clippings
4. White goods (used appliances)
5. Scrap metal including pipe, studs, conduit, appliances, & auto parts
6. Tires
7. Batteries except for household alkaline batteries (i.e. A, Aa, AAA, C & D)
8. Motor oil
9. Textiles
10. Electronics

FIGURE #1

Conceptual Location of Transfer Facility

Rapp Road